

SPACE AND NAVAL WARFARE SYSTEMS CENTER, SAN DIEGO, CA

and

<your name/organization here>

This Agreement is effective _____ (date) by and between the _____ (agency name), _____ (address), hereinafter referred to as “BORROWER” and the Space and Naval Warfare Systems Center, San Diego, CA 92121-2887, hereinafter referred to as “SPAWARSYSCEN, San Diego”.

The parties hereto agree as follows:

1. For the consideration for the usage of subject Government Property for various test purposes, SPAWARSYSCEN, San Diego hereby agrees to bail to the BORROWER the following list of SPAWARSYSCEN, San Diego owned property, presently located at the SSC SD facility. The period of usage shall not exceed beyond _____ (end date). The BORROWER’s representative, _____, will have custodial responsibility for the bailed items while they are in the possession of BORROWER. Bailed items will be used in BORROWER training, and/or operations, tests, evaluations, and experiments.

(example) SPAWARSYSCEN, San Diego OWNED PROPERTY BAILED TO BORROWER

Bar Code	Robot Serial Number	Description	Value
	xxxx-xxxx	Urban Robot (URBOT)	40K
		10 – BB/390 Batteries	10K
		MRC-85 Battery Charger	3K
		Transport case	1K

2. Title to each item shall remain with SPAWARSYSCEN, San Diego, and BORROWER shall not transfer possession, pledge or claim right of offset or lien on any bailed item.

3. BORROWER hereby assumes responsibility for the operational control and guardianship of said items while in BORROWER’s possession. In the event of the operational loss of any robot, BORROWER will initiate an unclassified Operational Loss message to SPAWARSYSCEN San Diego, following standard BORROWER Agency formats, whereupon the item will be de-listed. The SPAWARSYSCEN, San Diego owned property is bailed to BORROWER on a no cost, no fee basis. No cost shall be assessed to SPAWARSYSCEN, San Diego for the investigative development associated with/or through the authorized usage of said SPAWARSYSCEN, San Diego property.

4. Upon completion of evaluation period, subject SPAWARSYSCEN, San Diego property will be returned to SPAWARSYSCEN, San Diego. Transportation charges for subject property from SPAWARSYSCEN, San Diego will be borne by SPAWARSYSCEN, San Diego. Transportation charges for subject property to SPAWARSYSCEN, San Diego will be borne by BORROWER.

5. BORROWER shall exercise prudent care and maintenance of the bailed items, while in BORROWER's possession, during the term of this agreement. The current functional condition of the bailed items can not be determined, and no guarantee of functionality is made by SPAWARSYSCEN, San Diego. BORROWER will determine the operational status of the bailed item and will provide a status report of the bailed item's existing condition to SPAWARSYSCEN, San Diego. BORROWER will not be responsible for any existing damage or problems prior to receipt. However, repairs and maintenance required during the period of the bailment shall be the mutual responsibility of SPAWARSYSCEN, San Diego and BORROWER, as follows: BORROWER will notify SPAWARSYSCEN San Diego of any maintenance required to restore operational status of the bailed items. SPAWARSYSCEN San Diego will either advise BORROWER on repair methods, or recall the bailed items to SPAWARSYSCEN San Diego for repair or replacement.

6. BORROWER agrees to hold SPAWARSYSCEN, San Diego harmless against any liability for injury or damage resulting from the use of the bailed item.

7. Any extension of this agreement beyond _____(end date) shall be mutually agreed to by both parties per written amendment to this agreement.

8. SPAWARSYSCEN, San Diego shall be permitted to inspect on-site the bailed items and undertake periodic on-site reviews of the progress of the investigation into BORROWER's use of SPAWARSYSCEN, San Diego's property. SPAWARSYSCEN, San Diego will provide advanced written notice to BORROWER of any intention to inspect and review.

9. SPAWARSYSCEN, San Diego may require the immediate return of bailed items. If possible, thirty (30) days advanced notice will be given. If this demand occurs before _____(end date), return shipment cost will be the responsibility of SPAWARSYSCEN, San Diego. If this demand occurs after _____(end date), shipping cost will be the responsibility of BORROWER. BORROWER shall assist and provide full cooperation in returning said items in a timely manner.

10. BORROWER agrees to provide quarterly reports, summarizing their operational experience with the bailed items, to SPAWARSYSCEN, San Diego.

11. This Agreement constitutes the entire agreement between the parties respecting the bailment of the above items and no representation oral or written not specifically incorporated into this Agreement shall be binding.

For: SPAWARSYSCEN, San Diego

James E. Smith Jr

Code 2211

Date: _____

For: BORROWER

(typed name)

BORROWER

Date: _____